











CONSORTIUM AGREEMENT

1

This Consortium Agreement ("Agreement") is made and executed at Lucknow on this 10th day of August 2018.

1. Eldeco Housing & Industries Ltd., (in short "Eldeco") a company incorporated under the Companies Act, 1956, in U.P. vide registration no. L45202HR1985PLC044265 having its

Suniyojit Construction Pvt. Ltd.

Eldero Housing And Industries Limited

Authorised Signatory

Samarpit Construction Pvt. Ltd.



Authorised Signatory

Shob Het. Kunces

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कारावार आयुक्तः अस्तरा

COMMESSIONET OF BICCOMP TAX, 4024

Eldeco Housing And Industries Limited





भारत सरकार Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No.: 2017/93005/44821

To

इजहारल हक सिद्यकी

Ijharul Haq Siddiqui

S/O: Qamrul Haq Siddiqui

House No - 20

Behind Career Convent School Sector - 10, Extension

House No - 2 Behind Care Vikas Nagar

Vikas Nagar

Bakshi Ka Talab Lucknow

Uttar Pradesh 226022

9415753292







आपका आधार क्रमांक / Your Aadhaar No. :

3122 1633 3870

आधार - आम आदमी का अधिकार



इजहारत हर सिद्यंकी liharuf Haq Siddiqui जरम तिथि / DOB : 01/10/1969 HOW / Male

3122 1633 3870

आधार - आम आदमी का अधिकार







भारत सरकार Lipidus Identification Authority of India

नामांकन क्रम/ Enrolment No.: 2017/79587/07377

To ফানিব কুলৰ Shobhit Kumar S/O Ram Samujh Rawat Gram - Jakariya Post - Budhwara Budwara Budhwara Bara Banki Uttar Pradesh - 225204 9919324540

Date: 13/06/2018





आपका आधार क्रमांक / Your Aadhaar No. :

3510 5657 3830

VID: 9189 7352 9091 7756

मेरा आधार, मेरी पहचान



िंद्धेमारत संस्कार Government of India



Shobhit Kumar जन्म तिथि/DOB: 30/05/1988 SAT/MALE

> 3510 5657 3830 VID: 9139 7353 9091 7755

मेरा आधार, मेरी पहचान







स्यना

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- वर पंक इतिहाँ निक्त प्रक्रिया द्वारा बना हुआ पत है |

INFORMATION

- Fadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- अधार देश कर में मान्य हैं।
- अधार भाडिन्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उड़ाने में उपयोगी होगा !
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



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Address: 5/O Parri Samujo Rawat, Gram - Jakariya, Post - Buorwara, Budwara, Bara Banki, Uttar Pradush - 225264



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নিদক খাঁৱ খাঁত্ৰ Tilak Chandra Baudha जन्म वर्ष / Year of Birth : 1966 पुरुष / Maie



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आघार — आम आदमी का अधिकार





रहेपान प्राधिकरण

पताः S/O राम मुख सान, ६३६/२३, इंदिरा नगर, गाओ नगर तकरोही, इंदिरा 636/23, indira nagar, gazi nagr नगर एस औं सम्बन्छ, उत्तर प्रदेश, 226016

Address: S'O Ram Sukn Lai, takrohi, Indira Nagar S O. Lucknow Uttar Pradesh 226016







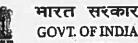
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ज्यासकर विमाग INCOMETAX DEPARTMENT

GAURAV KUMAR ARYA

KISHORE CHAND

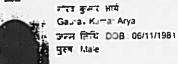








भारत सरकार Government of India





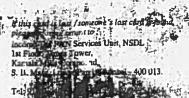
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भारतीय ंदिष्य पहचान प्राधिकरण Unique Identification Authority of India

पता आत्मज किशोर घट 1735 उदय घट मार्ग कोटल नुबारकपुर, लोधी रोड मध्य दिल्ली लोधी रोड दिल्ली 110003

Address SiO Kishore Chand, 1765 Uday Chand Marg, Kotti, Mubarakpur, Lodhi Road, Central Deihi, Lodhi Road, Delhi, 110003

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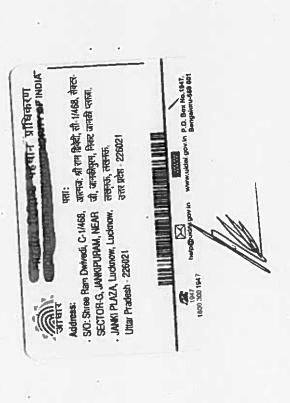
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आधार - आम आदमी का अधिकार







भारत संस्कार



हमेश बन्द मॉर्थ Umesh Chandra Maurya जन्म विश्वि DOB: 16 07 1982 पुरुष 7 MALE



3789 6104 5424 वेरा आधार, वेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण

पता: Address: ११ता: १८० तम नेबर मीयां: 148. कारण्या १९ कर १९ कर

3789 6104 5424 NERA AADHAAR, MERI PEHACHAN



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Registered Office at Shop No. S-16, Second Floor, Eldeco Station-1, Site No.-1, Sector-12, Faridabad, Haryana-121007 Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its Authorized signatory Sri I.H. Siddiqui son of Late Q.H. Sidiqui resident of 538ka/613, Triveni Nagar-1, Sitapur Road, Lucknow duly authorized by Board Resolution Dated 15.03.2013 (hereinafter referred to as the "Lead Member/First Party") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)

AND

- 2. M/s Suniyojit Constructions Private Limited, (in short "Suniyojit") a company incorporated under the Companies Act, 1956, having its Registered Office and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013.
- 3. M/s Samarpit Constructions Private Limited, (in short "Samarpit") a company incorporated under the Companies Act, 1956, having its Registered Office and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013.
- 4. M/s Shivaye Constructions Private Limited, (in short "Shivaye") a company incorporated under the Companies Act, 1956, having its registered office at Plot no. TC-60V, 4th Floor, Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow, through its authorized signatory Sri Mohit Bhatia son of Sri Ved Sunivojit Construction Pvt. Ltd

Eldeco Housing And Industries Limited

Samarpit Construction Pvt. Ltd.

Authorised Signatory

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Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013

- 5. M/s Swarg Constructions Private Limited, (in short "Swarg") a company incorporated under the Companies Act, 1956, having its registered office at Plot no. TC-60V, 4th Floor, Corporate Chamber-1, Vibhuti Khand, Gomti Nagr, Lucknow, through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
- 6. Mr. Shobhit Kumar S/o Ram Samujh R/o Village-Jakariya, Post-Budhwara, District-Barabanki, U.P.-225204.
- 7. Mr. Tilak Chandra Baudh S/o Ram Sukh Lal R/o 636/23, Indira Nagar, Gazi Nagar, Takrohi, Lucknow-226016.
- 8. Mr. Gaurav Kumar S/o Kishore Chandra R/o 1785, Arya Basti, Kotla Mubarakpur, Delhi.

hereinafter collectively referred to as "Consortium Members" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(The Lead Member and the Consortium Members are hereinafter collectively referred as "Parties" and individually as "Party").

WHEREAS

A. Eldeco, Suniyojit, Samarpit, Shivaye & Swarg had entered into a Consortium Agreement dated 16.03.2013, duly registered on 01.04.2013 in the office of Sub Registrar-I, Lucknow at Bahi 4, Jild 480 on pages 117/134 at serial no. 166. The parties to the aforesaid Consortium Agreement dated 16.03.2013 have now decided to include Mr. Shobhit Kumar, Mr. Tilak Chandra Baudh

Eldeco Housing And Industries Limited Suniyojit Construction Pvt. Ltd.

Authorised Signatory

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& Mr. Gaurav Kumar (Party no. 6, 7 & 8 herein) as a new members of the consortium.

- B. Mr. Shobhit Kumar, Mr. Tilak Chandra Baudh & Mr. Gaurav Kumar (Party no. 6, 7 & 8 herein) are the owners and in possession of various parcel of land situated at Village-Natkur, Bijnore, Noor Nagar Bhadarsa and Chandrawal, Pargana-Bijnore, Tehsil-Sarojni Nagar, (herein "Said Land") Lucknow U.P and wish to develop the same.
- C. The Consortium Members intend to develop residential township on the Said Land (herein "Said Project") in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) in this regard.
- D. Suniyojit, Samarpit, Shivaye & Swarg are the wholly owned subsidiary company of the Lead Member.
- E. The Parties have agreed to join hands in the form of a consortium to provide the financial, technical, managerial and other services for the purpose of developing the Said Project on the terms and conditions as set forth in this Agreement.

Now, Therefore, this Agreement witnesses as follows:-

In consideration of the mutual covenants of the Parties, the Parties the sufficiency whereof is hereby acknowledges and other good valuable consideration, the Parties have agreed as follows:

1. LEAD MEMBER:

1.1 Consortium Members have mutually decided to appoint Eldeco Housing & Industries Ltd., as a Private Developer and as a Lead Member.

Suniyojit Construction Pvt. Ltd.

Eldeco Housing And Industries Limited

Authorised Signatory

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Samarpit Construction Pvt. Ltd.

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2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

- 2.1 The purpose of this Agreement is to specify the responsibilities of the Members towards the execution of the Said Project including, preparation of detailed project report, preparation of layout plan, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligation of the Parties supplementing but not conflicting with those present in this Agreement.
- 2.2 The Lead Member shall be authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for development of the Said Project.
- 2.3 The Lead Member shall be responsible to obtain from Government Authorities all permissions, no-objections and sanctions of layout plans, revised layout plans, other plans etc required for development of the Said Project as well as building plans/ revised building plans for construction.
- 2.4 The Lead Member shall deal with all Government Authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Said Project.
- 2.5 The Lead Member shall be responsible to make payment for all costs and expenses incurred in connection with the development, marketing and construction of the Said Project.
- 2.6 The Lead Member shall be authorized to negotiate, receive consideration and allot/transfer the developed properties of the Consortium Members.

2.7 The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

Suniyojit Construction Pvt. Ltd.

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Authorised Signator

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- 3. PROJECT MANAGEMENT STRUCTURE:
- 3.1 The Lead Member shall act as a Private Developer as per definition of LIDA/Lucknow Development Authority/other concerned authorities. It is clarified that no land is being transferred by this Consortium Agreement.
- 4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:
- 4.1 All cost relating to the Said Project shall be borne by the Lead Member.
- 4.2 The Lead Member shall raise loans from the Financial Institution/
 Banks by depositing title deeds of Consortium Members and
 execute mortgage deed by its signature for the Said Project and
 any shortfall in the financing of the Said Project shall be
 contributed by the Consortium Members, in the ratio of their
 shareholding. The Lead Member shall solely be authorized to
 create mortgage by its signature against the properties of
 Consortium Members. The Consortium Members have no
 objection in mortgaging their title deeds before any Financial
 Institution/ Banks.
- 4.3 Upon completion of the Said Project any profit and loss shall be shared by the Lead Member and Consortium Members in ratio of their shareholding.
- 5. GENERAL TERMS AND CONDITIONS:
- 5.1 **GOVERNING LAW:** This Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Agreement and the said laws the later shall prevail.
- 5.2 **FORCE MAJEUR:** None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such

Eldeco Housing And Industries Limited

Suniyojit Construction Pvt. Ltd.

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Samarpit Construction Pvt. Ltd.

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व्यवसाय : व्यापार

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

र्विनीत दीक्षित (प्रभारी) उप निबंधक :सरोजनीनगर लखनऊ

10/08/2018

राजेश यादव . कनिष्ठ सहायक (निबंधन) - नियमित

circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.

- SETTLEMENT OF DISPUTES: All Parties agree to settle amicably 5.3 all disputes arising out of or concerning this Agreement. In the event of the Parties failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.
- WAIVER: The waiver of any Party of any breach of any terms of 5.4 this Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- TOTALITY: This Agreement embodies the entire understanding of 5.5 the members and there are no promises. terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties for the Said Project. The Agreement shall be valid and enforceable till the completion of the Said Project
- CONFIDENTIALITY: All members shall be under obligation not to 5.6 disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of Said Project shall be treated as strictly confidential by the other members and shall not be share by any

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Suniyojit Construction Pvt. Ltd.

Authorised Signatory Shabilit Kerner

Samarpit Construction Pvt. Ltd.

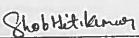
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श्री शोभित कुमार, पुत्र श्री रामसमुझ

निवासी: ग्राम जकारिया, पोस्ट-बुधवारा, जिला बाराबंकी

व्यवसाय: नौकरी

भागीदारः ७



श्री तिलक चन्द्र बौद्ध, पुत्र श्री राम सुख लाल

निवासी: इंदिरा नगर, गाजी नगर, खखनऊ

व्यवसायः नौकरी

भागीदारः 8





श्री गौरव कुमार, पुत्र श्री किशोर चन्द्र

नियासी: 1785, आर्य बस्ती, कोटला मुबारकपुर, नई दिल्ली

व्यवसायः नौकरी





ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ताः 1

श्री जागेश्वर द्विवेदी , पुत्र श्री श्रीराम द्विवेदी

निवासी: सी-1/468, सेबेट्रर- जी, जानकीपुरम लखनऊ

व्यवसाय: नौकरी



पहचानकर्ता : 2

श्री उमेश चन्द्र मौर्या , पुत्र श्री राम नेवल मौर्या

निवासी: एल्डिको कॉर्पोरेट चैम्बर-।, विभूति खंड, गोमती नगर,

लखनऊ

व्यवसाय: नौकरी





रजिस्ट्रीकरण अधिकारी के हरे

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंग्ठे नियमानुसार लिए

गए है। टिप्पणी : विनीत दीक्षितं (प्रमारी) उप निबंधक : संरोजनीनगर लखनऊ

ूराजैश यादव .

किनेष्ठ सहायक (निबंधन) -

नियमित

other outside agency except the Development Authority & Government of Uttar Pradesh.

- NOTICES: Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Agreement.
- 5.8 **MODIFICATION AMENDMENT:** The terms and conditions of this Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the Parties.
- 5.9 **TERMINATION OF CONSORTIUM AGREEMENT:** This Agreement shall be terminated upon the arrival of the first of the following events:-
 - Rejection of proposal by the Government of Uttar Pradesh or any other statutory authority.
 - Upon Completion of the Said Project.

5.10 MISCELLANEOUS

- (a) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof.
- (b) In case of any change in the Consortium Members of the consortium, an amended Consortium Agreement shall be submitted to the authority by the Lead Member.

5.11 LIABILITY:

The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of

Eldeco Housing And Industries Limited

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Samarpit Construction Pvt. Ltd.

Authorised Signatory

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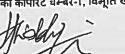
भागीदार: 1

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गोमती नगर, लखनऊ

टयवसायः व्यापार







आगीदार: 2

श्री सुनियोजित कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया , पुत्र श्री वेद प्रकाश भाटिया

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ट्यवसाय: व्यापार

भागीदार: 3





श्री समर्पित कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया , पुत्र श्री वेद प्रकाश भाटिया निवासी: एल्डिको कॉर्पोरेट चैम्बर-।, द्वितीय तल, विभूति खंड, Moliet गोमती नगर, लखनऊ

व्यवसायः व्यापार

भागीदार: 4





श्री शिवाय कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया , पुत्र श्री वेद प्रकाश भाटिया

निवासी: चतुर्थ तल, एल्डिको कॉपॉरेट चैम्बर-1, विभूति खंड,

गोमती नगर, लखनऊ

व्यवसायः व्यापार





भागीदारः 5

श्री स्वर्ग कंस्ट्रक्शन्स प्राइवेट तिमिटेड के द्वारा मोहित भाटिया , पुत्र श्री वेद प्रकाश आटिया

निवासी: द्वितीय तल, एल्डिको कॉर्पोरेट चैम्बर-1, विभृति खंड,

गोमती नगर, लखनक

व्यवसायः व्यापार

भागीदारः 6





its/his/her part under the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Consortium Agreement on this 10th day of August 2018 at Lucknow.

WITNESSES:

1. Jageshwar Durinedi 3/1 Shirlam Durinedi

Plo C- 1468, Sector-G. Jankipuman Lenekenon Eldeco Housing And Industries Limited

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Lead Member Suniyojit Construction Pvt. Ltd.

Authorised Signatory Samarpit Construction Pvt. Ltd.

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Consortium Members

2. Unish Chardse Manny So Sin Rom He val Manny He Eledeco Corporate douber Vibrahi Khard Gombinger Lucknew

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Drafted By:-

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Advocate

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is made and executed at Lucknow, on this 16th day of Mar. 2013 BY AND BETWEEN

1. M/s. Eldeco Housing & Industries Ltd., a company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. L45202HR1985PLC044265 having its Registered Office at Shop No. S-16, 2nd Floor, Eldeco Station-1, Site No.-1, Sector-12, Faridabad, Haryana-121 007, and corporate office at 2nd Eldeco Corporate

Suringellt Constructions Private Limited

For ELDECO HOUSING & INDUSTRIES LTD.

SHARG CONSTRUCTIONS PRIVATE LIMITED

Authorised Signatory

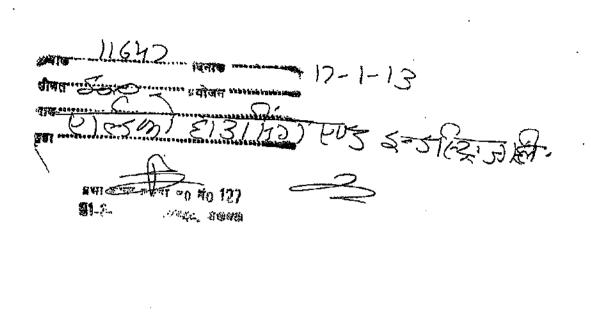
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Samarpit Constructions Pvt. Ltd.

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SHEVAVE CONSTRUCTIONS PRIVATE LIMITED



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Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, through its Authorized Signatory, Sri I.H. Siddiqui, S/o Late Sri Q.H. Siddiqui, R/o 538Ka/613, Triveni Nagar-I, Sitapur Road, Lucknow, duly authorized by Board Resolution dated 15.03.2013 (hereinafter referred to as the FIRST PARTY which term shall mean and include its successors, assigns and/or nominees) of the First Part;

Sunivolit Constructions Private Limited

For ELDECO HOUSING & INDUSTRIES L.

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Contd......3..

Authorised Signatory

Samarpit Constructions Pvt. Ltd.

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SHIVAYE CONSTRUCTIONS PRIVATE LIMITED

SWARG CONSTRUCTIONS PRIVATE LIMITED

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2. M/s. Suniyojit Constructions Pvt. Ltd., a Company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. U45400UP2007PTC034028 having its Registered Office at 2nd Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, through its Authorized Signatory Sri Mohit Bhatia, S/o Sri Ved Prakash Bhatia, R/o B-2/347, Sitapur Road Scheme, Jankipuram, Lucknow, duly authorized by Board Resolution dated 15.03.2013 (hereinafter referred to as the SECOND PARTY which term shall mean and include its successors and assigns) of the Second Part;

FOT ELDECO HOUSING & INDUSTRIES &

SWARG CONSTRUCTIONS PRIVATE LIMITED

Suniyojit Constructions Private Limited

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Authorised Signatory

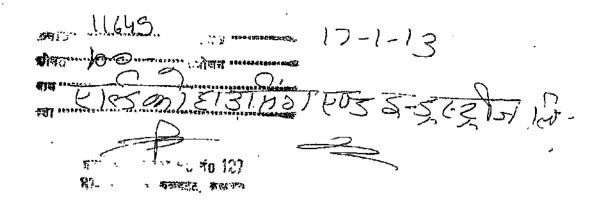
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Samarpit Constructions Pvt. Ltd.

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- 3. M/s Samarpit Constructions Pvt. Ltd., a company registered under the Indian Companies Act, 1956 in U.P. vide Registration U45400UP2007PTC034024 having its Registered Office at 2nd Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, through its Authorized Signatory Sri Mohit Bhatia, S/o Sri Ved Prakash Bhatia, R/o B-2/347, Sitapur Road Scheme, Jankipuram, Lucknow, duly authorized by Board Resolution dated 15.03.2013 (hereinafter referred to as the THIRD PARTY which term shall mean and include its successors, assigns and/or nominees) of the Third Part;
- 4. M/s Shivaye Constructions Pvt. Ltd., a company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. U70102UP2012PTC048704 having its Registered Office at Plot No. TC-60V, 4th Floor, Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, through its Authorized Signatory Sri Mohit Bhatia, S/o Sri Ved Prakash Bhatia, R/o B-2/347, Sitapur Road Scheme, Jankipuram, Lucknow, duly authorized by Board Resolution dated 15.03.2013 (hereinafter referred to as the FOURTH PARTY which term shall mean and include its successors, assigns and/or nominees) of the Fourth Part;

For ELDECO HOUSING & INDUSTRIES .

Suniyojit Constructions Private Limited

Authorised Signatory

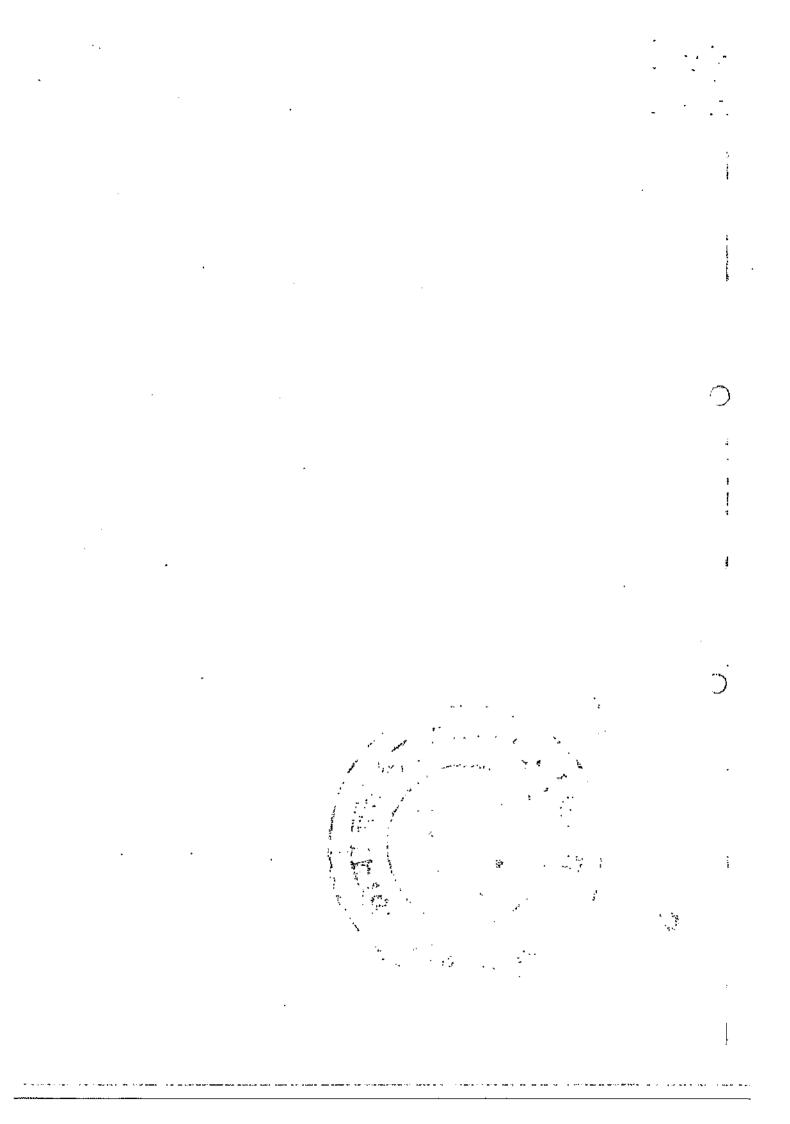
Samarpit Constructions Pvt. Ltd.

SWARG CONSTRUCTIONS PRIVATE LIMITED

Authorised Signatory

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SHIVAYE CONSTRUCTIONS PRIVATE LIMITED



M/s Swarg Constructions Pvt. Ltd., a company registered under 5. the Indian Companies Act, 1956 in U.P. vide Registration No. U70102UP2012PTC048703 having its Registered Office at Plot No. TC-60V, 4th Floor, Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow, through its Authorized Signatory Sri Mohit Bhatia, S/o Sri Ved Frakash Bhatia, R/o B-2/347, Sitapur Road Scheme, Jankipuram, Lucknow, duly authorized by Board Resolution dated 15.03.2013 (hereinafter referred to as the FIFTH PARTY which term shall mean and include its successors, assigns and/or nominees) of the Fourth Part;

WHEREAS the companies at Sl. Nos. 2, 3, 4 and 5 above are the wholly owned subsidiaries of the First Party (i.e. Eldeco Housing & Industries Ltd.), all the parties have procured the lands jointly for construction & development of said lands. There is no tranfer of Land through this instrument by any of the parties to thin instrument

AND WHEREAS M/s. Eldeco, M/s. Suniyojit, M/s. Samarpit, M/s. Shivaye & M/s. Swarg, hereinafter referred to as the "OWNER" (which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns).

AND WHEREAS, all the above mentioned parties entered and executed this Consortium Agreement to form a Consortium of Developer Companies with the object of submitting the proposal for the development of a Township at Village- Natkur, Bijnore, Noor Nagar Bhadarsa and Chandrawal, Pargana-Bijnore, Tehsil & District- Lucknow, in the State of U.P. and have decided to reduce the terms and conditions of this Consortium for future reference

as under:-For ELDECO HOUSING & INDUSTRIES

Suniyojit Constructions Private Limited

Authorised Signatory Contd......6..

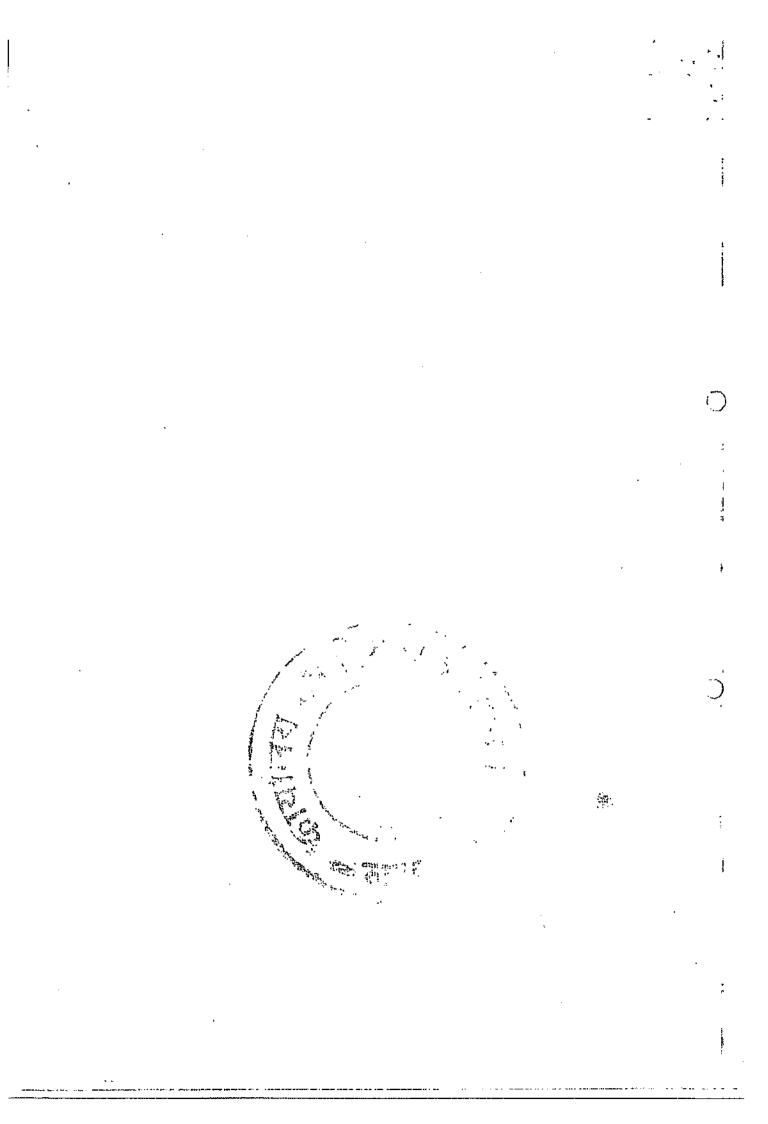
Samarpit Constructions, Pvt. Ltd.

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SHIVAYE CONSTRUCTIONS PRIVATE LIMITED

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SWARE CONSTRUCTIONS PRIVATE LIMITED



NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. LEAD MEMBER:

All the Consortium members, have mutually decided to appoint M/s. Eldeco Housing & Industries Ltd., as Private Developer and Lead member of this Consortium.

- AIM AND SCOPE OF CONSORTIUM AGREEMENT:
- 2.1 The sole aim of this Consortium Agreement is for the development of a **Township** Scheme situated at Village- Natkur, Bijnore, Noor Nagar Bhadarsa and Chandrawal, Pargana-Bijnore, Tehsil & District-Lucknow, in the state of U.P.
- 2.2 The **Lead Member** shall prepare and submit a joint proposal to design, develop, finance, construct, sell, operate and maintain the said Properties.
- 3. PROJECT MANAGEMENT STRUCTURE AND ROLES OF THE MEMBERS:

M/s. Eldeco Housing & Industries Ltd., as 'A' category Private Developer as per norms of Lucknow Development Authority shall arrange for land and finances for the proposed project.

- 4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:
- 4.1 All cost relating to the Project shall be borne by the Lead Member.
- 4.2 The Consortium may raise loans from the Financial Institution/Banks for the project and any shortfall in the financing of the project shall be contributed by the consortium members in the ratio of their share holding.

FOR ELDECO HOUSING & INDUSTRIES L.

Suniyojit Constructions Private Limited

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AUTHORISTO SIGNATOR

SWARG CONSTRUCTIONS PRIVATE LIMITED

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Samarpit Constructions Pvt. Ltd.

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SHIVAYE CONSTRUCTIONS PRIVATE LIMITED

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ग्जिन्द्रीकरण 👭कार्ग के हस्ताक्षर

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निवासी बी-2/347 जानकीपुरम लखनज





र्गजर्म्याकरण/अधिकार्ग के हस्ताक्षर

लखनऊ 1/4/2013 4.3 Upon completion of the project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

GENERAL TERMS AND CONDITIONS:

- 5.1 Governing Law: This Consortium Agreement shall in respect be construed in accordance with the Law of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.
- 5.2 Force Majeure: None of the members shall be held in default in the performance of the obligation under this Consortium Agreement, in circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, act of God, Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.
- 5.3 Settlement of Disputes: All members agree to settle amicably all disputes arising out of or concerning this Consortium Agreement.
- 5.4 Waiver: The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of any subsequent breach.
- 5.5 Totality: This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall not be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment to this Consortium Agreement.

FOR ELDECO HOUSING & INDUSTRIES LTD

Sunlyojit Constructions Private Limited

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AUTHORISED SIGNATORY

Authorised Signatory Samarpit Constructions Pvt. Ltd.

SHIVAYE CONSTRUCTIONS PRIVATE LIMITED

SWARG CONSTRUCTIONS PRIVATE LIMITED

Authorized Singustory

Authorised Signatory

प्रथम पक्ष

Registration No.:

166

Year:

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Book No.:

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538क/613,विबेणी नगर-1,सीतापुर रोड,लखनऊ नौकरी







- Confidentially: All the members shall be under obligations not to 5.6 disclose any information of terms of this Consortium Agreement to any Third Party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh.
- Any notice required pursuant to this Consortium 5.7 Notices: Agreement shall be given in writing and shall be delivered by hand under acknowledgement or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.
- 5.8 Modification Amendment: The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.
- Validity (I) Termination of consortium agreement. This Consortium 5.9 Agreement shall be terminated upon the arrival of the following:
 - a. Upon completion of the project.
 - The consortium agreement shall be valid and enforceable till (ii) the completion of the project.

5.10 Miscellaneous Liability:

Nothing in this shall be construed providing for the sharing of profit & losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or Consortium Agreement between members. In no event shall the members of this Consortium

FOR ELDECO HOUSING & INDUSTRIES, E

Sunivoit Constructions Private Limited

SWARG CONSTRUCTIONS PRIVATE LIMITED

Samarpit Constructions Pvt. 1.

SHIVAYE CONSTRUCTIONS PRIVATE LIMITED

Authorised Signatory

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0201 मे.सुनियोजित कान्स.प्रा.लि.आदि.द्रा.अधि.हस्ता.मोहित भाटिया वेद प्रकाश भाटियां

_{बी-2/347} जानकीपुरम लखनऊ

नीकरी







Agreement have any obligation or liability to the other nor shall any remedy be available to the other members, except as expressly written herein. No party shall be liable for any financial compensation, arising out of the termination of this Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/members for any indirect, incidental, special or consequential damages, however caused, whether as a consequence of the negligence of the one member or otherwise.

IN WITNESS WHEREOF the parties hereto have their respective hands on the day, month and the year first above mentioned.

WITNESS:

1. Brijemobia Singh

FOR ELDECO HOUSING & INDUSTRIES LTL

AUTHORISED SIGNATOR"

2. Anneg Junder. ANURAG SKIVAS TANA Trekna Abgar, Luckera Suniyojit Constructions Private Limited

Second Party
Authorised Signatory

Samarpit Constructions Pvt. Ltd.

Third Party

Authorized Singuatory

LIPARYE CONSTRUCTIONS PRIVATE LIMITED

©urth-Party Authorised Signatory

SWARG CONSTRUCTIONS PRIVATE LIMITED

Authorised Signatory

Typed By:

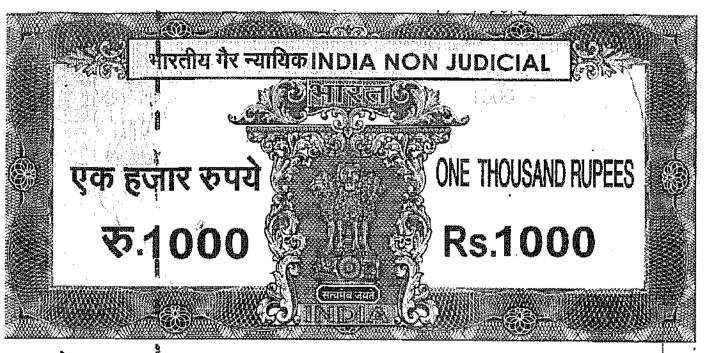
Drafted By:

आज दिनांक <u>01/04/2013</u> को यही सं. <u>4</u> जिल्द सं. <u>480</u> पृष्ठ सं. <u>117</u> से <u>134</u> पर कमांक <u>166</u> रजिस्ट्रीकृत किया गया ।

ग्जिस्ट्रीकरण अधिकारी के हस्नाक्षर

बां (प्रथम) उपनिबन्धक (प्रथम)

लखनऊ 1/4/2013



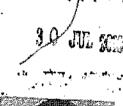












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CONSORTIUM AGREEMENT

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This Consortium Agreement ("Agreement") is made and executed at Lycknow on this 10th day of August 2018.

BETWEEN

1. Eldeco Housing & Industries Ltd., (in short "Eldeco") a company incorporated under the Companies Act, 1956, in U.P. vide registration no. L45202HR1985PLC044265 having its

Exect Housing And Industries Limited Suniyojit Construction Pvt. Ltd.

Samarpit Construction Pvt. Ltd.

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ELDECG HOUSING AND INDUSTRIES LIMITED

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CONCERNENT OF PROGRETING AND ADMIN

Eldeco Housing And Industries Limited





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आपका आधार क्रमांक / Your Aadhaar No. :

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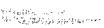
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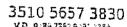
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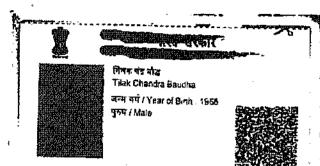
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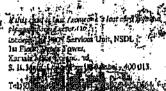
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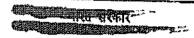
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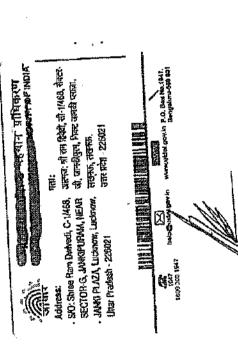


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MERA AADHAAR, MERI PEHAGHAN







Registered Office at Shop No. S-16, Second Floor, Eldeco Station-1, Site No.-1, Sector-12, Faridabad, Haryana-121007 and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its Authorized signatory Sri I.H. Siddiqui son of Late Q.H. Sidiqui resident of 538ka/613, Triveni Nagar-1, Sitapur Road, Lucknow duly authorized by Board Resolution Dated 15.03.2013 (hereinafter referred to as the "Lead Member/First Party") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)

AND

- 2. M/s Suniyojit Constructions Private Limited, (in short "Suniyojit") a company incorporated under the Companies Act, 1956, having its Registered Office and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
- 3. M/s Samarpit Constructions Private Limited, (in short "Samarpit") a company incorporated under the Companies Act, 1956, having its Registered Office and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
- 4. M/s Shivaye Constructions Private Limited, (in short "Shivaye") a company incorporated under the Companies Act, 1956, having its registered office at Plot no. TC-60V, 4th Floor, Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow, through its authorized signatory Sri Mohit Bhatia son of Sri Ved Suniyojit Construction Pvt. Ltd.

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Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013

- 5. M/s Swarg Constructions Private Limited, (in short "Swarg") a company incorporated under the Companies Act, 1956, having its registered office at Plot no. TC-50V, 4th Floor, Corporate Chamber-1, Vibhuti Khand, Gomti Nagr, Lucknow, through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
- 6. Mr. Shobhit Kumar S/o Ram Samujh R/o Village-Jakariya, Post-Budhwara, District-Barabanki, U.P.-225204.
- 7. Mr. Tilak Chandra Baudh S/o Ram Sukh Lal R/o 636/23, Indira Nagar, Gazi Nagar, Takrohi, Lucknow-226016.
- 8. Mr. Gaurav Kumar S/o Kishore Chandra R/o 1785, Arya Basti, Kotla Mubarakpur, Delhi.

hereinafter collectively referred to as "Consortium Members" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(The Lead Member and the Consortium Members are hereinafter collectively referred as "Parties" and individually as "Party").

WHEREAS

A. Eldeco, Suniyojit, Samarpit, Shivaye & Swarg had entered into a Consortium Agreement dated 16.03.2013, duly registered on 01.04.2013 in the office of Sub Registrar-I, Lucknow at Bahi 4, Jild 480 on pages 117/134 at serial no. 166. The parties to the aforesaid Consortium Agreement dated 16.03.2013 have now decided to include Mr. Shobhit Kumar, Mr. Tilak Chandra Baudh

Suniyojit Construction Pvt. Ltd.

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& Mr. Gaurav Kumar (Party no. 6, 7 & 8 herein) as a new members of the consortium.

- B. Mr. Shobhit Kumar, Mr. Tilak Chandra Baudh & Mr. Gaurav Kumar (Party no. 6, 7 & 8 herein) are the owners and in possession of various parcel of land situated at Village-Natkur, Bijnore, Noor Nagar Bhadarsa and Chandrawal, Pargana-Bijnore, Tehsil-Sarojni Nagar, (herein "Said Land") Lucknow U.P and wish to develop the same.
- C. The Consortium Members intend to develop residential township on the Said Land (herein "Said Project") in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) in this regard.
- D. Suniyojit, Samarpit, Shivaye & Swarg are the wholly owned subsidiary company of the Lead Member.
- E. The Parties have agreed to join hands in the form of a consortium to provide the financial, technical, managerial and other services for the purpose of developing the Said Project on the terms and conditions as set forth in this Agreement.

Now, Therefore, this Agreement witnesses as follows:-

In consideration of the mutual covenants of the Parties, the Parties the sufficiency whereof is hereby acknowledges and other good valuable consideration, the Parties have agreed as follows:

1. LEAD MEMBER:

1.1 Consortium Members have mutually decided to appoint Eldeco Housing & Industries Ltd., as a Private Developer and as a Lead Member.

Suniyojit Construction Pvt. Ltd.

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Samarpit Construction Pvt. Ltd.

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2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

- 2.1 The purpose of this Agreement is to specify the responsibilities of the Members towards the execution of the Said Project including, preparation of detailed project report, preparation of layout plan, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligation of the Parties supplementing but not conflicting with those present in this Agreement.
- 2.2 The Lead Member shall be authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for development of the Said Project.
- 2.3 The Lead Member shall be responsible to obtain from Government Authorities all permissions, no-objections and sanctions of layout plans, revised layout plans, other plans etc required for development of the Said Project as well as building plans/ revised building plans for construction.
- 2.4 The Lead Member shall deal with all Government Authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Said Project.
- 2.5 The Lead Member shall be responsible to make payment for all costs and expenses incurred in connection with the development, marketing and construction of the Said Project.
- 2.6 The Lead Member shall be authorized to negotiate, receive consideration and allot/transfer the developed properties of the Consortium Members.

2.7 The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

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- PROJECT MANAGEMENT STRUCTURE: 3.
- The Lead Member shall act as a Private Developer as per definition 3.1 of LIDA/Lucknow Development Authority/other authorities. It is clarified that no land is being transferred by this Consortium Agreement.
- 4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:
- All cost relating to the Said Project shall be borne by the Lead 4.1 Member.
- The Lead Member shall raise loans from the Financial Institution/ 4.2 Banks by depositing title deeds of Consortium Members and execute mortgage deed by its signature for the Said Project and any shortfall in the financing of the Said Project shall be contributed by the Consortium Members, in the ratio of their shareholding. The Lead Member shall solely be authorized to create mortgage by its signature against the properties of Consortium Members. The Consortium Members have no objection in mortgaging their title deeds before any Financial Institution/Banks.
- Upon completion of the Said Project any profit and loss shall be 4.3 shared by the Lead Member and Consortium Members in ratio of their shareholding.
- 5. GENERAL TERMS AND CONDITIONS:
- GOVERNING LAW: This Agreement shall in respect be construed 5.1 in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Agreement and the said laws the later shall prevail.
- FORCE MAJEUR: None of the Parties shall be held in default in 5.2 the performance of the obligation under this Agreement, in such

Eldeco Housing And Industries Limited Suniyojit Construction Pvt. Ltd.

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Samarpit Construction Pvt. Ltd.

Authorised Signatory

भागीदारी विलेख

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निवासी: द्वितीय तल एल्डिको कॉपेरिट चॅम्चर-1, विभूति खंड, गोमती तगर, लखनऊ

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10/08/2018 राजेश यादव

कनिष्ठ सहायक (निवधन) - निवमित

circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.

- SETTLEMENT OF DISPUTES: All Parties agree to settle amicably 5.3 all disputes arising out of or concerning this Agreement. In the event of the Parties failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.
- WAIVER: The waiver of any Party of any breach of any terms of 5.4 this Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 5.5 TOTALITY: This Agreement embodies the entire understanding of the members and there are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties for the Said Project. The Agreement shall be valid and enforceable till the completion of the Said Project
- CONFIDENTIALITY: All members shall be under obligation not to 5.6 disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of Said Project shall be treated as strictly confidential by the other members and shall not be share by any

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श्री शोशित कुमार, पुत्र श्री रामसमुझ

निवासी: ग्राम जकारिया, पोस्ट-व्धवारा, जिला वारावंकी

व्यवसाय: नौकरी

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श्री तिलक चन्द्र बाँड, पुत्र श्री राम सुख लाल

निवासी: इंदिरा नगर, गाजी नगर्, स्खनङ

ट्यवसाय: मौकरी

भागीदार: 8

श्री गौरव कुमार, पुत्र श्री किशोर चन्द्र

निवासी: 1785, आर्य बस्ती, कोटला नुबारकपुर, नई दिल्ली

ध्यवसाय मौकरी

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पहुधानकर्ताः 1

श्री जागेश्वर द्विवेदी , पुत्र श्री श्रीराम द्विवेदी

निवासी: सी-1/468, सेब्ट्रिंटर- जी, जानकीपुरम लखनऊ

व्यवसाय: मौकरी

पहचानकर्ताः 2

श्री उमेश चन्द्र सीर्या , पुत्र श्री राम नेवल मीर्या

निवासी: एल्डिको कॉर्पोरेट चेम्बर-1, विभृति खंड, गोमती नगर,

लखनऊ

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विनीत दीक्षित्रं (पृश्वारी) उप निबंधक : संरोर्जनीनगर

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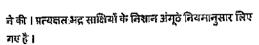












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ether outside agency except the Development Authority & Government of Uttar Pradesh.

- NOTICES: Any notice required pursuant to this Consortium 5.7 Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Agreement.
- MODIFICATION AMENDMENT: The terms and conditions of this 5,8 Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the Parties.
- TERMINATION OF CONSORTIUM AGREEMENT: This Agreement 5.9 shall be terminated upon the arrival of the first of the following events:-
 - Rejection of proposal by the Government of Uttar Pradesh or any other statutory authority.
 - Upon Completion of the Said Project.

5.10 MISCELLANEOUS

- Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof.
- In case of any change in the Consortium Members of the (b) consortium, an amended Consortium Agreement shall be submitted to the authority by the Lead Member.

5.11 LIABILITY:

The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of

Eldeco Housing And Industries Limited

Mohit. Shobhil. Kennerg

Samarpit Construction Pvt. Ltd.

Authorised Signatory

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गोमती नगर, लखनऊ







भागीदार: 2

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निवासी: एल्डिको कॉपरिट धेम्बर-।, द्वितीय तस, विभूति खंड,

गोमती तगर लखनङ

ट्यवसाय: ट्यापार

भागीदार: 3



श्री समर्पित कंस्ट्रक्शन्स प्राइवेट सिमिटेड के द्वारा मोहित भाटिया , पुत्र श्री वेद प्रकाश भाटिया

निवासी: एल्डिको कॉर्पोरेट चैम्बर-1, द्वितीय तल, विभृति खंड,

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द्रथवसायः व्यापार

भागीदारः ४





श्री शिवाय कंस्ट्रक्शन्स ग्राइवेट लिमिटेड के द्वास मोहित आदिया , पुत्र श्री चेद प्रकाश भाटिया

निवासी: चतुर्थ तल, एल्डिको कॉपॅरिट चॅम्बर-1, विभृति खंड,

मोमती नगर, लखनङ

ड्यक्साय: व्यापार

भागीदारः 5





श्री स्वर्ग कंस्ट्रक्शन्स प्राइवेट लिमिटेड के त्वारा मौहित आदिया, पुत्र श्री वेद प्रकाश भाटिया

निवासी: द्वितीय तल, एल्डिको कॉपरिट चैम्बर-1, विभृति छंड, गोमती सगर, लखनक

ट्यवसाय, व्यापार





भागीदार: 6

its/his/her part under the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Consortium Agreement on this 10th day of August 2018 at Lucknow.

WITNESSES:

Jageshwar Durined

Lucknon Lanckon

Eldeco Housing And Industries Limited

ALIGH SHOWER

Suniyojii Construction Pvt. Ltd.

Authorised Signatory
Samarpit Construction Pvt. Ltd.

row . Ltc

Consortium Members

2. Uhresh Chandse Manzy So Sin Rom He wal Mourney He Elected Corporate chowber Vibrahi Ke and Gombings

Rollit

plant .

Typed By:-

Won

(Monu)

Drafted By:

(Benkat Raman Singh)

Advocate

https://igrsup.gov.in/igrsup/showEndorsReport_html_60 ष्टि विलेख 60 बही संख्या 4 जिल्द संख्या 3 के पृष्ठ 45 से 62 तक क्रमांक 69 हिर दिनाँक 10/08/2018 को रजिस्ट्रीकृत किया गया। उप निबंधक : सरोजनीनगर 🂯 लखनऊ 10/08/2018